# SECTION – V

# (VOLUME –1)

# SPECIAL CONDITIONS OF CONTRACT (SCC)

## SPECIAL CONDITIONS OF CONTRACT
## CONTENTS


| Cl. No. | Description |
|---|---|
| 1.0 | Project description |
| 2.0 | Scope of Proposal |
| 3.0 | Bill of Materials and Supervisory Services |
| 4.0 | Qualifying Requirements of Bidders |
| 5.0 | Duties and Power of the Engineer and Engineer's Representatives |
| 6.0 | Basis of Evaluation |
| 7.0 | Procedure for Evaluation of Technical Bids |
| 8.0 | Terms of Payment |
| 9.0 | Taking over |
| 10.0 | Work Schedule |
| 11.0 | Indemnity Bond |
| 12.0 | Contract Price Adjustment |
| 13.0 | Penalty for Delay in Completion |
| 14.0 | Storage cum Erection Insurance |
| 15.0 | Guarantees and Liquidated Damages for Non-Performance |
| 16.0 | Pre Commissioning Tests and Taking Over |
| 17.0 | Certificate regarding acceptance of Important Conditions |
| 18.0 | General information |
| 19.0 | Quantity variation |


## SECTION - V

## SPECIAL CONDITIONS OF CONTRACT

### 1.0 PROJECT DESCRIPTION:

This Project envisages the work of Comprehensive improvement of feeders in **Kolar** District for a period of two years on total turnkey/partial turnkey, under percentage quoting basis. (Distribution Transformers will be supplied by BESCOM)

**1.1** The Bidder shall quote for complete scope of work specified in the tender.

### 1.2 Statutory Clearances and Way leave:

a) The construction of HT/LT lines shall be as per established code of practice and fulfill the requirements of statutes. Obtaining all statutory clearances from other utility services, like telephones, water supply, power supply, Railways, National highways, City Corporations, Town Municipalities, GAIL, etc, for right of way for constructing/laying the HT/LT lines shall be the responsibility of the successful bidder.

All necessary approvals of the concerned authorities are to be obtained before execution of the works by the successful bidder and necessary assistance will be rendered by the owner.

The civic /national highways/traffic/Forest/defense authorities /Railway/Telephones/Water supply/Electrical Inspectorate/ City Corporations / Town Municipality authorities or any other department charges if applicablem as per their standard schedules / rates which will be intimated by them from time to time for grant of permission/approvals for constructing/laying the lines, shall be paid by the successful Bidder. These charges are reimbursable by the BESCOM as per actuals, on production of valid vouchers duly certified by the Field Engineers and which will not to be included in the total fixed price contract value.

b) Any way leave problem, obstacle, hindrance should be cleared by the contractor. The owner shall also stand by the contractor and extend necessary help and co-operation for removal of obstructions and hindrances. Delay in obtaining any clearance including right of way shall not form a ground for extension in the period for completion of works and waival of the penalties.
However, if the delay in obtaining any clearance including right of way (ROW) is not attributable to the contractor, upon receipt of the

contractor’s request, the owner may evaluate the situation and may, at its discretion, extend the time for performance.

Tree cutting and tree cut compensation, if any would be organized to be paid by the contractor. The BESCOM shall render necessary help for fixing the compensation through concerned Department. The compensation so paid by the contractor shall be reimbursed separately by the BESCOM as per actuals.

## 2.0 SCOPE OF PROPOSAL:

2.1 The detailed scope of work covered under the package is specified in the clause 1.4 of Section IFB.

2.2 The mode of inland Transportation (such as Rail, Road etc) shall be clearly indicated by the Bidder in his Offer. The Transportation charges shall be the same for all modes of Transport and shall be included in the Contract Price. The Transportation charges shall include Unloading charges at Site.

2.3 For the purpose of supply & erection of Equipment and Materials the Work ‘Site' shall mean the locations where the Goods are delivered and accepted by the Contractor. The Contractor shall decide the location of the Site and set up his Stores for purpose of storing the Materials.

2.4 The Equipment’s Offered by the Bidder shall be complete in all respects with all Mountings, Fittings, Fixtures and Standard Accessories. Any Material and Components not specifically stated in the Specifications and Documents and which is necessary for Trouble Free Operations of Equipment’s and accessories specified in these Specifications, shall be deemed to be included unless specifically excluded. All such Equipment’s, Accessories shall be supplied without any extra Cost.

2.5 Insurance coverage for the Equipment’s/ Materials shall be from the Manufacturer's Work till taking over in accordance with the Contract and shall include coverage for Inland Transportation, receipt of Storage at Site and Erection, Testing and Commissioning at Site prior to taking over by the BESCOM as per **Clause 14.0** infra.

2.6 **Information required along with the Bids:**

a) The bidder must clearly indicate the sources of equipment’s/ materials, man power facilities, Tools and Tackles etc., under the scope of the contract in the Techno-commercial sheet.

2.7 **Drawing & Annexures:**

a) All Drawings & Annexures appended to this Bidding Document shall form part of the Technical Specification and supplement the requirements specified.

b) The Technical Specification shall be read and construed in conjunction with the Drawings and the Annexures to determine the Scope of Work and Terminal points. The successful Bidder shall not take up manufacturing of any equipment's / materials and go ahead with the execution of works unless the drawings & GTP's are approved. In case there is any discrepancy between the specification and approved drawings, the same shall be brought to the notice of the BESCOM within 15 days.

c) The Quantities shown on Drawings and Annexures are tentative for bidding purpose only.

2.8 **Site Location and Local Conditions:**

It will be imperative on each Bidder to fully inform himself of all Local Conditions and factors which may have any effect on the Supply & erection and Services covered under these Documents and Specifications.

It shall be understood and agreed that such factors have been properly investigated and considered in any Bid that is submitted. No Claim for Financial adjustments to the Contract Awarded under these Specifications and Documents will be entertained by the BESCOM. Neither change in the time Schedule of the Contract nor any Financial adjustments arising thereof shall be permitted by the BESCOM, which are based on incorrect information or its effect on the Contract to the Bidder.

The Equipment shall be packed for Transportation so as to meet the Space and Weight limitation of Transport facilities especially along the Rail/ Road. Approval from concerned Railway Authorities for movement of over dimensional Consignment/Package shall be obtained by the Contractor before starting Manufacture of such Equipment.

2.9 The Requirements, Conditions, Appendices etc., stated in various sections of Volume-I, Volume-II and Volume-III shall be considered as part of this Section as if bound together. In case of any discrepancy between the provisions of this Section and other Sections, the provisions of this Section shall prevail.

2.10 Unless brought out clearly, the Bidder shall be deemed to conform strictly to the Bid Documents. The Bids shall, as far as possible, be according to the Specifications. However, Minor deviations, if any, shall

be clearly brought out in the respective Schedules of Deviations. Any discrepancy between the Specification and the Catalogues of the Bid, if not clearly brought out in the Schedule, will not be considered as valid Deviation.

## 3.0 BILL OF MATERIALS AND SUPERVISORY SERVICES:

3.1 List of Materials to be supplied by the Contractor is furnished in the Techno commercial sheet / Price Sheet, Volume-III

3.2 **Services:**

The Bidder shall quote his charges payable for providing Services for Erection, Testing, Commissioning and Civil Works etc, in percentage above or below or equal to the individual Schedule of material / labour charge rate on each item for the said work in the KPP portal of the respective enquiry Price Schedule. These shall be inclusive of applicable charges and incidentals, **other than GST**.

## 4.0 QUALIFYING REQUIREMENTS OF BIDDERS:

The Qualifying Requirements are enumerated in Section-I, Invitation for Bid –IFB, Volume-I.

## 5.0 DUTIES AND POWERS OF THE ENGINEER AND ENGINEER'S REPRESENTATIVES:

5. 1 The Duties of the Engineer are to supervise the Work of the Contractor and issue Suitable directions if needed. The scope of the Duties of the Engineer, pursuant to the Contract will include but not limited to the following:

a) Interpretation of all the Terms and Conditions of these Specifications and Documents.

b) Witness, or authorize his Representative to witness, Tests and Trial either at the Manufacturer's Work or at Site or at any place where the Work is performed under the Contract.

c) Inspect, accept or reject any Equipment Material and Work under the Contract.

d) Review and interpretation of all the Contractor's Drawings, Engineering Data etc.

e) Issue Certificate of acceptance and/or progressive Payment and final Payment Certificates.

f) Review and suggest Modifications and improvements in Completion Schedule from time to time.

g) Review the Quality of Work at all the stages of Project implementation.

5.2 The Engineer, his duly authorized Representative and/or an outside agency acting on behalf of the Owner shall have at all the reasonable times, access to the Contractor's premises or Works and shall have the power to inspect and examine the Materials and Workmanship of the Works during its Manufacture or Erection and if part of the Works is being Manufactured or assembled at other premises or Works, the Contractor shall obtain for the Engineer and for his duly authorized Representative, permission to inspect, as if the Materials /Equipment's are Manufactured or assembled on the Contractor's premises or Works. On Completion of the Erection of the Equipment's and before commissioning each item, the Equipment's shall be thoroughly cleaned and then inspected jointly by the Engineer and the Contractor for correctness and completeness of Installation so that the Equipment's are ready for pre-Commissioning Tests to be performed. The Contractor's Commissioning Engineers shall be responsible for carrying out all the pre-Commissioning Tests of the various Equipment's/Materials installed in the HT/LT Distribution system.

5.3 The following actions are however subject to approval of the Owner:

a) Determining extension of time.

b) Issuing a Variation Order except:

i.) In an emergency situation as reasonably determined by the Engineer.

ii.) If such variation Order would not increase the Contract Price.

5.4 The Engineer's Representatives are responsible to the Engineer and their Duties are to watch and supervise the Works, to Test and examine any Materials to be used or Workmanship employed in connection with the Works. He has no authority to relieve the Contractor of any of the Duties or obligations under the Contract nor except as expressly provided hereunder or elsewhere in the Contract, to Order any Work involving delay or any extra Payment nor to make any variations of/or in the Works.

5.5 The Engineer may, from time to time, delegate in writing to the Engineer's Representative any of the Powers, Authorities vested with the Engineer and furnish to the Contractor a copy of all such written delegation of Powers and Authorities. Any written instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the Owner as though it has been given by the Engineer provided always as follows:

a) Failure of the Engineer's Representatives to disapprove any Work or Materials shall not prejudice the Power of the Engineer thereafter to

disapprove such Work or Materials and to Order the pulling down, removal or breaking thereof.

b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

## 6.0 BASIS OF EVALUATION:

**The Bidders shall quote only the percentage above or below or equal to the individual Schedule of material / labour charge for the said work,** including cost of all the material/Equipments identified under Contractor’s scope of supply and services mentioned. The offer will be considered as “incomplete” and the bid will be liable for rejection at the discretion of the BESCOM, if all the material/equipments identified under Contractor’s scope of supply and services are not offered.

While awarding the Contract to the successful agency, the approved percentage above or below or equal to the Schedule of material / labour rate, will be uniformly applied on the Schedule of material / labour rates (as stated in Clause 1.5 (iii) & (iv) of Section IFB) of all the individual materials/labour items under the scope of the award to arrive the unit FORD price of individual materials/items and based on these item wise fixed prices, the individual work orders will be issued by the concerned C, O&M Executive Engineers. However, the total cost of the item wise fixed price contract is awarded at the approved percentage on the amount put to tender for 24 months.

## 7.0 Procedure for Evaluation of Technical Bid:

7.1 The Bids are liable to be treated as Non-Responsive if the Offers do not comply with the following:

1. Qualifying Requirements of the Bidder shall be as per Clause 11.0, Section - 1, Invitation for Bid- IFB, Volume-I.
2. Financial Capability of the Bidder shall be as per Clause 11.0, Section - 1, Invitation for Bid- IFB, Volume-I.
3. Bid Security/EMD shall have been paid as per Clause 4.0 Section-I, Invitation for Bid -IFB, Volume-I.
4. Completion Period shall be as specified in the Bid.
5. Technical Particulars of all the Equipment’s/ Materials shall be complying with the provisions of Technical Specifications Volume-II.
6. Bid shall be submitted for the entire Scope of Package.

7. Bid containing Certificate for Acceptance to Important Conditions as per Clause No. 17 of Section-V, Special Conditions of Contract- SCC, Volume-I.

## 8.0 TERMS OF PAYMENT:

8.1 The payment to the Contractor under the contract will be made by the Owner in line with Clause 34.0, Section GCC, Vol.-I and as per the guidelines and conditions specified hereunder.

8.2 The Contractor shall submit the Bill in quadruplicate (4 copies) to the Engineer-in-charge in prescribed form approved by the Engineer, only when all the works pertaining to each work order is completed in all respects and is commissioned. Payment will be made against item wise measurements as per actual at the approved prices of Purchase order/contract order.

8.3 The payments to Contractor are subject to recoveries, which are due from the Contractor.

8.4 The authorized representatives of the Engineer-in-charge and the Contractor shall jointly take the measurements. The representative of the Engineer-in-charge will give a week's notice to the Contractor of his intention to record the measurement immediately on report of completion of all works by the Contractor and if the Contractors' representative fails to join the Engineer-in-charge representative, the latter may proceed with the measurements by himself and the Contractor shall have to accept these measurements as correct and binding on him.

8.5 On the basis of these joint measurements, payment will be made to the Contractor by the Engineer-in-charge according to the procedure prevalent in the BESCOM, after submission of the bills after recording the measurements as stated above.

8.6 Payment will be made at the accepted rates for all works done according to the specifications and measurements and after commissioning the same. However where approval of the Inspectorate authorities is required under statute, payment shall be made only after such approval and after the feeder is duly charged.

**8.7 100% payment including tax will be paid by the concerned Division** after the completion and commissioning of works in all respects and certificate issued by the Section Officer, Sub-Divisional

Engineer (Ele) and counter signed by the Executive Engineer (Ele) of the concerned Division to that effect and passing of bills as below:

i. Certificate recorded by the Contractor that the Materials/Equipment's are received as per the Terms and Conditions of the DWA placed and Agreement entered into by the firm with BESCOM.

ii. Certificate recorded by the Asst. Engineer (Ele) of the O&M Section, designated as "**Site Engineer or Engineer in charge of Work**" to the effect that the Materials/Equipment's are actually received in the Store of the Contractor or at Site as per the Terms and Conditions of the DWA placed for Materials and Agreement entered into by him with BESCOM.

iii. Certificate by the Asst. Executive Engineer (Ele), who is the Sub-Divisional Officer to the effect of the receipt of Materials/Equipment's.

iv. Countersignature of the Executive Engineer (Ele) who is the Divisional Officer under whose jurisdiction the Contract is being executed.

8.8 All materials and work for which payment is made in part or full shall become the sole property of BESCOM, but this provision shall not relieve the Contractor of his responsibility for the care and protection of the materials and works at his own cost and his liability to make good the damage if any unless and until the whole work is deemed to have been completed and commissioned and handed over to the BESCOM, in accordance with the terms and conditions of the Contract.

## 8.9 MODE OF PAYMENT

8.10 Payments shall be made promptly by the Owner after receipt of Contractor's invoice complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly.

All invoices under the Contract shall be raised by the Contractor on BESCOM and all payments shall be made to the Contractor by BESCOM.

## 9.0 TAKING OVER:

Upon successful Completion of all the Tests to be performed at Site on Equipment's erected by the Contractor, the Engineer shall issue to the

Contractor a "**Taking over Certificate**" as a proof of the final acceptance of the Equipment. Such Certificates shall not reasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the Equipment. Such Certificates shall not relieve the Contractor of any of his obligations, which otherwise survive by the Terms and Conditions of the Contract after issuance of such Certificate.

## 10.0 WORK SCHEDULE:

**10.1** The Bidder shall include in this **Work Schedule** his program for furnishing Designs, Testing, Supply & erection of Materials (in his Scope) and Erecting the Equipment's and Commissioning covered in the Bid Documents. The Program shall be in the form of Activity Chart identifying Key Phases in various areas of the total Works like procurement of Materials and Bought Out items, Testing, Manufacture, deliveries and Field activities. The Activity Chart shall conform to the following Scheduled Commissioning Period reckoned from the date of item wise Fixed Price Contract:

**Validity of item wise fixed price contract:** The item wise fixed Fixed Price Contract is valid for a period of 24 months from the date issue of item wise fixed price Award.

**COMMISSIONING PERIOD**: **Even though the item wise fixed price Contract is valid for a period of 24 months from the date issue of award, the Commissioning period for each of the individual works will be indicated in the individual award/order by the concerned Executive Engineer and entire assigned work shall be completed and commissioned in all aspects within time period indicated in the individual award / order INCLUDING MONSOON PERIOD**.

While preparing the above-mentioned Activity Chart, the Contractor may take guidance from the Tentative Dates of various activities indicated in the Technical Specification. The BESCOM has no objection to modify the intermittent activities without affecting the Final Completion Schedule. However, all the Schedules shall be approved by the BESCOM.

This Activity Chart will be discussed and agreed to before the Award of Contract. It may be required by the BESCOM to revise the periods indicated above based on the interface requirements of the Project.

Such revisions, if made, will be finalised before the Award of Contract. The provisions of Clauses 14.0 and 44.00 Section –III, General Conditions of Contract-GCC, Volume-I and Clause 13.0 Section –V, Special Conditions of Contract-SCC, Volume-I regarding Liquidated Damages leviable for delays shall become effective after the dates mentioned above.

**10.2** After the Award of the Contract, the Contractor shall Plan the sequence of Work of Manufacture and Erection to meet the dates stated above and shall ensure that all Work / Manufacture, shop Testing and dispatch of the Equipment and Materials is in accordance with the required Construction / Erection sequence.

**10.3** The provisions of penalty leviable in case of delay in Completion shall become effective after the periods mentioned above for successful Completion of Testing and Commissioning.

**10.4** Detailed Erection and Commissioning Program including Pre-Erection activities covering Manpower deployment, Tools and Plants Mobilization etc., shall be submitted by Contractor within suitable time as agreed to during Pre-Award discussions.

**10.5** Detailed Drawing Schedule based on Programs referred above shall be submitted by the Contractor within 15 days' time from the notification of Award, in the format to be specified by the BESCOM.

**10.6** The Contractor shall submit to the Engineer, his manufacturing and Delivery Schedules for all Equipment's, after approval of the site survey report. Such Schedules shall be in line with the detailed Network for all phases of the Work of the Contract. Such Schedules shall be reviewed, up-dated and submitted to the Engineer by the Contractor, once in every two Months thereafter, only for the purpose of Progress Monitoring. Schedules shall also include the Materials and Equipment purchased from outside Suppliers.

**10.9** The Contractor shall submit to the BESCOM/Engineer the detailed Bill of Materials, after approval of the site survey report. Additions /deletions to the Bill of Materials, during detailed Engineering will also be incorporated in the Bill of Materials within 2 weeks of the approval of the Drawings, if such approval of Drawings necessitates the change.

**10.10** Within one week of approval of the Network Schedule, the Contractor shall forward to the Engineer copies of the Computer Run Data if it be

so required. The type of output and number of copies of each type to be supplied by the Contractor shall be determined by the Engineer.

**10.11** The Network Schedule shall be updated at a frequency mutually agreed upon for the purpose of Monitoring. However, for the purpose of identification of Contractors Contractual liability, the agreed Activity Chart referred in Clause 10.1 shall only be applicable. Monthly review of the Progress and identification of necessary Corrective actions as may be desired by the Engineer. The Meeting will be attended by the Engineer or his authorized Representatives and such responsible Representatives of the Contractor as may be considered necessary by the Engineer. Such Meeting shall be attended by the Contractor's Representatives at the Contractor's own Cost. The Contractor shall be responsible for recording the proceeding of the Meeting(s), a report of which shall reach the BESCOM or the Engineer not later than seven (7) days after the Meeting (s).

**10.12** During execution of the Contract / Manufacture/ Erection / Commissioning, the Contractor shall furnish fortnightly Progress Reports to the Engineer in a Format to be specified by the Engineer indicating the Progress up to the Month as against Scheduled and Anticipated Completion Dates in respect of Activities covered in Programs/ Schedules referred above. If called for by the Engineer, the Contractor shall also furnish to the Engineer resources Data in the specified Format(s), and Time Schedule(s). The Contractor shall also furnish any other information necessary to ascertain Progress, if called for by the Engineer.

## 11.0 INDEMNITY BOND:

**11.1** It will be the responsibility of the Contractor to take Delivery, Unload and Store all the **Material/Equipments**. The Contractor shall execute an Indemnity Bond as per the Proforma enclosed in the Section Annexures in favour of the BESCOM against Loss, Damage and any Risks involved for the full value of these Materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the Supplies and shall be valid till the Scheduled Date of Testing, Commissioning and handing over of the Work to the Engineer.

## 12.0 CONTRACT PRICE ADJUSTMENT:

In accordance with Clause 14.0 of Section –II, Instruction to Bidder-ITB, Volume-I.

## 13.0 PENALTY FOR DELAY IN COMPLETION:

**13.1** The Bidder shall clearly note that time is the essence of the Contract and the execution of individual work awards/Contract shall be completed within the Time frame specified in the **individual work order and the** Time frame specified in the Clause No.10.1 Supra and hence no time extension shall be allowed on any account. If the Contractor fails to successfully complete the works, within the time fixed under the Contract or any extension thereof granted by the BESCOM by way of Amendment to the individual work awards / Notification of Award/ Contract Agreement, the Contractor shall pay to the BESCOM, as Penalty.

**13.2 The penalty shall be ½ % per week of delay or part thereof on the portion of the individual work award which is not completed for beneficial use within the time stipulated in relevant clause of the contract, subject to a maximum of 10% on the individual work award cost.**

**13.3** The total amount of **Penalty** for delay under the Contract shall be subject to a Maximum of Ten percent (10%) of the total Contract Price & the BESCOM has got every right to terminate the Contract without any liability if it crosses 10%.

**13.4** In case the successful bidder fails to execute the works as per the program, the works are progressing at a slow pace, the owner reserves its right to get the balance or part of supplies/works executed through other agencies at the risk and cost of the turnkey agencies, this is in addition to the right of the BESCOM to recover any damage from the contractor and also blacklisting.

## 14.0 STORAGE CUM ERECTION INSURANCE:

**14.1** All the Equipment and Materials being supplied by the Contractor for the package shall be kept completely insured by the Contractor at his Cost from the time of dispatch from their Works, up to the Completion of Erection, Testing and Commissioning at Site and taking over of the project by the BESCOM in accordance with the Contract.

**14.2** Further all the Equipment and Materials being supplied by the BESCOM, for the Erection as per Technical Specification shall be kept

insured by the Contractor against any Loss, Damage, Pilferage, Theft, Fire etc. from the time of Unloading up to the time of Taking Over by the BESCOM including Handling, Transportation, Storage, Erection, Testing and Commissioning etc. The premium to be paid to the Insurance Company by the Contractor for such Insurance shall be included in the total Bid Price.

**14.3** It will be the responsibility of the Contractor to Lodge, Pursue and Settle Claims with the Insurance Company in case of any Damage, Loss, Theft, Pilferage or Fire and the BESCOM shall be kept informed about it. The Contractor shall be responsible for the, replacement of losses, Damage etc. in the execution of the Contract to any Equipment/ Material either supplied by the Contractor or issued to the Contractor by BESCOM irrespective of the time or amount of receipt of Insurance Claim. Any loss in this regard shall be to the Contractor's account.

## 15.0 GUARANTEES AND LIQUIDATED DAMAGES FOR NON-PERFORMANCE OF THE EQUIPMENT’s:

**15.1** The Bidder shall guarantee for the equipment’s/materials supplied as per the clause 15 of GCC.

**15.2** The equipment offered shall meet the rating and performance requirements stipulated in Technical Specification of equipment or indicated in Data requirement.

**15.3** If the equipment’s/materials are not met IS/IEC standard at factory tests, then Owner will reject the equipment’s/materials and the agency shall offer for re-inspection by paying the re-inspection charges as notified by the owner.

**15.4 The following procedure to be adopted in the tender:**

a) A minimum guarantee of 5 years from the date of commissioning for the materials like Transformers, RMUs, UG Cable, Any insulated Aluminium / Copper conductor, Optical Fiber, Insulators, GOS and for the rest of equipment’s/ materials of the project shall be guaranteed for the 12 months from the date of commissioning. The contractor’s liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his vendors.

b) The sample shall be selected in each lot at random by authorized BESCOM officer/ Official in presence of the authorized representative of the agency. This randomly selected samples

shall be properly sealed with the signature of both the parties affixed on the sample and shall be sent to M/s.CPRI /Govt approved Laboratories for conducting Type Tests as prescribed by IS/IEC/BESCOM Specification, if opined by the owner.

c) If the randomly selected sample fails in any of the tests prescribed, the entire lot will be rejected and firm has to replace the entire lot at his own cost.
d) Even the replaced lot will be subjected to testing as above, once the tests of samples are passed then only the lot will be accepted.
e) The cost of type test will be borne by the agency.

## 16.0 PRE-COMMISSIONING TESTS AND TAKING OVER:

### 16.1 Pre-Commissioning Tests:

On Completion of Erection of the HT/LT line Equipments/Materials and before commissioning, each item shall be thoroughly cleaned and then inspected jointly by the Owner or his duly authorized Representative and the Contractor for correctness and Completeness of Installation and acceptability for Charging leading to initial Pre - Commissioning. The Contractor's Commissioning Engineers, specifically identified as far as possible, shall be responsible for carrying out all the Pre-Commissioning checks. On Completion of inspection, checking and after the Pre-Commissioning Tests are satisfactorily over, the Complete HT covered conductor/LT AB Cable shall be ready for Charging.

During the Pre-Commissioning checks, the Operations shall be under the supervision of the Contractor, but the Schedule of Operations shall be agreed to by the Owner and the Contractor. During the Tests, the safety of the HT OH line /Covered Conductor/ LT AB Cable Materials etc., is the responsibility of the Contractor. During the pre-Commissioning, Commissioning and Performance Guarantee Tests, the Operations will be under the supervision of the Contractor, if the Tests are being carried out by him. In case the Tests are being carried out by a third Party, the Operations will be under the control of the Owner. In both cases, all aspects of the Tests shall be agreed to by the Owner and the Contractor The safety of the Equipment shall be the responsibility of the Contractor.

### 16.2 Rejection:

**16.2.1** The BESCOM will reject any Material/Equipment supplied by the Contractor if, during Tests, or Service, any of the following conditions arise when the provisions under the relevant Clause of the General Conditions of Contract shall immediately become applicable:

a) Material/Equipment, including its Components, are proved to have been manufactured not in accordance with the agreed Specifications.
b) Material/Equipment fails on any Test indicated in the Technical Specification.

**16.2.2** The BESCOM reserves the right to retain the rejected Equipment and take it into service until the Bidder replaces, the defective Material by a new Material, at no extra Cost to the BESCOM. Alternately the Bidder shall Repair or Replace the Equipment within a reasonable period to the satisfaction of the BESCOM at no extra Cost to the BESCOM. **Till the equipment's are replaced, the performance bank guarantee will not be released by the owner.**

**16.3 TAKING OVER:**

When the whole of the Works have been completed and have passed all the Tests on Completion, prescribed in the Contract, to the satisfaction of the Engineer, the Engineer shall issue to the Contractor a Taking Over Certificate, as proof of the Final acceptance of the HT Covered conductor/LT AB Cable Such Certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the HT/LT, OH line /Covered conductor/AB Cable. Such Certificate shall not relieve the Contractor of any of his obligations which, otherwise become due, by the Terms and Conditions of the Contract, after issuance of such Certificate. The Contractor shall give an Undertaking to finish with due expedition any outstanding Work during the Warranty Period.

The Contractor shall hand over the following Documents in 8 sets at the time of handing over the HT/LT, Covered conductor/AB Cable to the Engineer for reference and Records:

a) Brief details of the HT Covered conductor/LT AB Cable distribution line.
b) Set of route profiles, Joint Bays, details of types of termination structures used and foundations at each locations of joint all along the HT Covered conductor /LT AB Cable etc.
c) Set of all approved foundation drawings and Bill of Materials.

d) Soil classification and soil thermal resistivity, Soil resistivity, thermal back fill data at each location.
e) Set of approved drawings of all the equipment/materials such as HT covered conductor/LT AB Cable and its Accessories etc.,
f) The Factory Test results and Pre-Commission Test results.
g) The Drawings/ Maintenance Manuals of all Equipments.

## 17.0 CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS:

**17.1** It is brought to the specific Notice of the Bidders that they are not permitted to take any deviations whatsoever to the following Conditions:

a) **Terms of Payment:**
Clause 34.0 of Section–III, General Conditions of Contract-GCC, Volume-I and Clause 8.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

b) **Bid Security /EMD:**
Clause 19 Section –II, Instruction to Bidder-ITB, Volume-I

c) **Contract Performance Guarantee.**
Clause 36.0, Section––II, Instruction to Bidder-ITB, Volume-I

d) **Liquidated Damages for Delay.**
Clause 14.0 Section –III, General Conditions of Contract-GCC, Volume-I and Clause 13.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

e) **Price basis**
Clause 12.0 & 14.0, Section–II, Instruction to Bidder-ITB, Volume-I

f) **Guarantee.**
Clause 15.0 Section–III, General Conditions of Contract-GCC, Volume-I

g) **Work Schedule.**
Clause 10.0 Section –V, Special Conditions of Contract-SCC, Volume-I.

h) **Taxes and Duties:** Clause 13.0 Section–II, Instruction to Bidder-ITB, Volume-I.

17.2 Bidders shall be required to furnish a Certificate in Format enclosed for acceptance of Important Conditions mentioned in 17.1 above in a separate envelope containing Bid Security.

**18.0 GENERAL INFORMATION:**

**18.1** The requirements stated in and Schedule/ Annexures appended to the Conditions of Contract, Bid Proposal Sheets, Technical Specifications and Exhibits/ Enclosures shall apply to and shall be considered as a part of this Section as if bound together

**18.2** The Design and Workmanship shall be in accordance with best Engineering Practices to ensure Satisfactory Performance throughout the service life of the Equipment.

**18.3** In case of discrepancy between the Conditions specified in General Conditions of Contract (GCC) and this Section (SCC), the stipulations specified in this Section (SCC) shall prevail.

**19.0 Quantity variation:**

As per clause 24.2 of GCC

20.0 **Inspection:**

20.1 All equipment/materials shall be submitted for inspection to the Representative of BESCOM. Inspection may be made at any stage of manufacture, dispatch or at site or at these places at the option of the Representative of BESCOM and the equipment dispatched/about to be dispatched, if found unsatisfactory as to workmanship or quality, the same is liable to be rejected. The successful Bidder /Contractor shall grant free access to the places of manufacture to the authorized representative of the Engineer-in-charge at all times when the works related to the manufacture are in progress.

20.2 Inspection and acceptance of any equipment/ materials under the specifications by the authorized representative of BESCOM shall not relieve the Contractor of his obligations of furnishing/supplying the equipment in accordance with the specifications.

20.3 All equipment/materials being supplied by the Contractor shall conform to the Type tests and shall be subject to Routine tests in accordance with relevant standards.

20.4 Routine tests shall be witnessed at the manufacturer's premises in respect of the above materials by the representative of BESCOM.

20.5 The Contractor shall issue at least 7 days clear notice of routine tests to be conducted with details of time, place and venue to facilitate the representative of the Engineer to witness and certify such tests.

20.6 The BESCOM reserves the right to select samples at random from the supplies made by the firm which are already inspected at the factory premises and get it tested at CPRI / NABL accredited laboratories at BESCOM cost if the selected sample passed in all the tests or else at the Firm's cost if the selected sample fails in any of the tests.

20.7 The BESCOM reserves the right of getting any field test conducted on completely assembled equipment at site.

20.8 The Contractor is fully responsible for the Equipment / Material until the same is handed over to the BESCOM in an operating condition after commissioning. The Contractor is responsible for the proper maintenance of equipment/material as well as protection of the same against theft, elements of nature, damages etc., while in his custody as well as after erection until the same is taken over by the BESCOM under due acknowledgment in writing.

20.9 The entire works to be executed under this contract will be in stages & requires obtaining Line Clear Permits from the Engineer-in-charges representative or his subordinate before taking up the works by the Contractor. As such the Contractor shall take all mandatory safety precautions for executing the works & shall obtain line clear permits with the Operational Authorities of the area prior to commencement of works on daily basis.

20.10 Line clearance requisitions in respect of transformer centers / LT / HT lines shall be submitted well in advance so that the jurisdictional engineer can arrange for issuance of press notification to intimate the consumers.

**Chief General Manager, (Ele),**
**Procurement, BESCOM**

**"END OF SECTION –V : SCC"**